

## FACILITY RENTAL AGREEMENT YEAR 2021

**Between**

Landlord	and	Renter
Bearberry Wapitana Society (BWS)	<b>Name</b>	
RR 2, Site 1 Box 42, Sundre, AB, T0M 1X0	<b>Address</b>	
403-638-2278   587-444-0262 (Cell)	<b>Phone</b>	home   cell
info@bearberrycommunity.com	<b>Email</b>	

The Renter agrees to rent the Bearberry Community Hall for the following time period:

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Rental Type	Cost CAD	Total CAD
<b>Community Hall including all facilities and Green Space</b>		
Weekend (Friday incl. Sunday) if payment received in full	700.00	
Weekend (Friday incl. Sunday) if paid in 2 installments of 50% ea. *)	750.00	
Each additional day in conjunction with weekend booking	200.00	
Single full day (12 hrs.)	325.00	
Additional day in conjunction with a single full day booking	215.00	
**) Half day up to 6 hours	100.00	
<b>Green Space for days before/after rental agreement</b> (no access to hall)		
..... days per camping unit x ..... # units	10.00	
Arrival Date: ..... Departure Date: .....	per unit	
	per day	
Security Deposit (refundable) payable at time of booking	300.00	300.00
<b>Total Amount Payable</b>		

\*) 1<sup>st</sup> installment at time of booking, 2<sup>nd</sup> installment latest 90 days prior to booked dates.

\*\*) half day rentals can not be booked in conjunction with weekend or full day bookings.

**Payment Options:**

- Cheque      all cheques are to be made payable to:  
**Bearberry Wapitana Society, RR 2, Site 1 Box 42, Sundre, AB, T0M 1X0.**
- e-transfer      please send e-transfers together with applicable password to the following  
Email address: [bearberrycommunity1@gmail.com](mailto:bearberrycommunity1@gmail.com)

The undersigned, agree to the terms and conditions set forth in this document and the attached Schedules:

Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE OF CONDITIONS

1. Payment in full including security deposit will be required at the time of booking. If payment is not received within three weeks of booking, the hall date will be considered open for future rentals and will not be held for the booked Renter listed on rental agreement. We will email a confirmation when we receive your payment. If we have not received your payment in the allotted time, we will contact you by email.
2. If the Renter should cancel three months or less prior to the rental dates only 50% of the rental fee will be refunded. The damage deposit will be refunded in full. In no case will a 'no-show' deposit be refunded. If a rental is cancelled after booking, it will be subjected to a 15% administration cancellation fee, based on the total rental fee.
3. The use of the green space is included in the rental fee for the booking period. If the space is needed a day before or after the rented day(s), a fee of \$ 10 per camping unit and day will be charged. Please indicate with your booking whether the green space is needed for a longer period of time.
4. The rental of the Bearberry Community Hall (Hall) does not entitle the Renter to use or enter the premises at any time other than the specific days for which the Hall is rented unless prior arrangements have been made with the Bearberry Napiwane Society (BWS)
5. The Renter will indemnify and hold harmless the BWS, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Renter, its employees, agents or by reason of its use of the Hall.
6. The Renter acknowledges that the BWS, its employees, agents, and any police officer, peace officer, Fish and Wildlife Officer or Emergency Services may enter the Hall or grounds at any time during the rental.
7. Fireworks are not permitted without a Permit from the Mountain View County. Under provisions in the MVC Fire Bylaw (Bylaw 11/13), use of fireworks require a permit year-round. A copy of this permit needs to be submitted to BWS 1 week prior of the rental. Any Firework permits are voided during a fire ban.
8. If alcohol will be consumed while on the Premises, the Renter shall obtain the appropriate license from the AGLC. A copy of this license will be provided to BWS a minimum of 1 week prior to the event and such license shall be displayed for the duration of the rental agreement. The Renter shall be responsible for ensuring that the regulations governing the license are complied with. PAL Insurance is to be purchased by the Renter when alcohol is being consumed on the premises. On the PAL insurance policy, the insurance amount needs to be a minimum of \$2 million dollars and BWS needs to be named as the second party. This insurance can be obtained from your home insurance broker. For more information, see: <https://www.palcanada.com/en/party-alcohol-liability>
9. The Renter shall not sublet the Bearberry Community Hall property or any part thereof.
10. The Renter is responsible for all or any damage to the Hall and property during the period of the booking. The Renter shall, at the end of the rental, leave all facilities in a clean and orderly state. (see SCHEDULE 2 CLEAN UP DUTIES).
11. Fires are only permitted outside in the rock fire pit by the barn. It is the Renters' responsibility to check for fire bans in our area and ensure all guests adhere to any fire bans and regulations.
12. Quiet time for any activities being held on BWS Hall property, whether indoors or outdoors, will be between 11:00 pm and 7:00 am.
13. Fire regulations prohibit any exits from being blocked in any manner.

14. The BWS Hall is a smoke free facility.
15. The BWS Hall capacity is 150 people.
16. The theatre chairs, piano, and all wall fixtures (posters, plaques, etc.) are not to be moved within the building or removed from the building. Please include these items in your decorating planning for your function.
17. All personal garbage is to be taken with you when you leave. Garbage from inside the hall **only** is to be taken to garbage bins at the Bearberry Saloon.
18. Arrangements will be made with hall personnel upon opening the hall and receiving keys for your weekend. The hall will be open only for days that are booked.

**In times of COVID19 AHS restrictions the following cancellation policy is in place:**

If there is a new outbreak of the Corona Virus and the Hall Management needs to shut down the Hall on short notice and therefore the booked time must be cancelled, the rent payment will be reimbursed to the tenant minus the Administration Fee of 15% of the total rent.

**The Appendix to this Rental Agreement must be signed by the renter before the keys to our Community Hall can be handed over.**

**COVID 19 Requirements for Hosts of Events in our Community Hall**

Please be aware that certain restrictions apply, and all renters have to follow Alberta Health Guidelines. The hall will be cleaned before your function and the Host will be responsible for following AHS rules for gatherings and cleaning afterwards. A list of names must be recorded of people attending and be kept for two weeks. The Hall should be cleaned per instructions, i.e.: bathrooms, high touched areas shall be sanitized several times during the event.

## SCHEDULE 2 - CLEAN UP DUTIES

Clean up duties must be complete before the end of the rental date.

If this requirement is not met, your security deposit will be forfeited in whole or in part.

Cleaning services are available at the rate of \$30 per hour and must be pre-arranged.

### FACILITY AREA:

- Sweep and mop main hall, entry ways and bathrooms.
- Vacuum rugs in east and west entry ways as well as the small rugs in the kitchen.
- Remove all decorations.
- Wipe down tables and **leave them out**. Do **not** put them away as they take a long time to dry and will mold if put away damp.
- Stack chairs. Only 35 chairs can be put on the longer dollies. Please **do not drag chairs** across the floor.
- Clean stove burners and tops of stove. Wipe up spills in oven as best you can.
- Wipe counter tops in kitchen, west entry, and bar.
- Wipe out microwaves if needed.
- Empty coffee pots and dump grounds out into the garbage.
- Put all dishes away.
- Make sure doors are closed on freezer and cooler. Take all food home that is yours.
- Clean bathrooms. Wipe down toilets and sinks using disinfectant wipes. Raise toilet lids to ensure they are clean. Clean mirrors. Cleaning supplies are under counter by coffee pots.
- Unplug the commercial dishwasher and leave the door open.
- Pick up all garbage inside and outside. Garbage from your event can be taken to Bearberry Saloon next door and put in their bins. Please do not put personal garbage in these bins.
- Please leave dirty dish towels in pile on the table in the kitchen for pick up by hall staff.

Cleaning supplies can be found in janitor's closet in the west entry or under the counter by the coffee pots. Extra toilet paper and paper towels will be under the sinks in the bathrooms or in the janitor's closet.

Every effort has been made to ensure the hall is clean when you arrive. Making sure the hall is clean when you leave means less work for hall volunteers and helps keep the rent down. If you notice anything that needs to be brought to our attention, please let us know.

The cleaning outline above was completed or reviewed by:

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
BWS Representative Signature

\_\_\_\_\_  
Date